

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Landmark Learning, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LL"), I hereby agree to release, indemnify, and discharge LL, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in hiking, camping, backpacking, caving, swimming, trailbuilding and/or individual and group initiatives, problem solving exercises and personal or professional growth and development training, including clinical and field experiences for EMT students, entails known and unanticipated risks that could result in physical or emotional injury or death. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks may include, among other things: Strenuous physical activity; slipping and falling; pinches, scrapes, twists and jolts; sprains, strains, broken bones; collision with fixed or movable objects; weather conditions; falling objects; water hazards; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; rope burns; being struck by rock fall or other objects dislodged or thrown from above; equipment failure; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use; other participants' and/or my own negligence; and emotional stress.

Furthermore, LL facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

CHALLENGE BY CHOICE: LL programs are composed of activities that may be unfamiliar to participants. To insure participants' control over their own personal safety, we have adopted the philosophy of "Challenge by Choice". At all times, participants in activities are completely in control of their own level of participation. During our programs participants need only to do or attempt to do those things that they choose. I (the "Participant") must:

- i) Listen carefully to all instructions and briefing;
- ii) Set my own goals in relation to the group's goals;
- iii) Make a decision as to my level of participation; and
- iv) Inform others of my choice.

No one will force me to do anything – the choice is clearly my own. During the program, LL facilitators will provide a challenging setting in which I may expand my limits while supporting my personal boundaries.

**Note: Because nationally standard certification programs require a baseline involvement and skill competency, choosing not to participate during such programs may affect your end certification status. However, your participation is recognized as voluntary and will be upheld by LL facilitators at all times.*

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LL's equipment or facilities.

4. Should LL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I understand that LL does not provide health insurance for students of their courses. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

SIGNATURE (PAGE 1): _____ **DATE:** _____

6. In the event that I file a lawsuit against LL, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I further agree that the place of this release, its situs and forum, will be Jackson County, North Carolina, and it is said county and state for all matters whether sounding contract or tort relating to the validity, construction interpretation, and enforcement of this release be determined. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LL on the basis of any claim from which I have released them herein. I also acknowledge that I have fully satisfied myself as to the nature of the activity or activities in which I will be participating, the risks associated with each such activity, the concept of "Challenge by Choice", and my responsibility to know my own limits. In the event of illness or injury, consent is hereby given to provide emergency medical care, hospitalization, or other treatment that may become necessary.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by LL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LL from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

PHOTO / MEDIA RELEASE

I grant Landmark Learning, Inc., the right to use, reproduce, assign and/or distribute photographs, films, video tapes, and sound recordings of me for use in materials they may create.

Signature: _____

Parent/Guardian's Signature _____